



United States Government  
**NATIONAL LABOR RELATIONS BOARD**  
**Region 7**  
477 Michigan Avenue - Room 300  
Detroit, MI 48226-2569

Telephone (313) 226-3200  
FAX (313) 226-2090  
[www.nlr.gov](http://www.nlr.gov)

December 15, 2011

Lester A. Heltzer, Executive Secretary  
Office of Executive Secretary  
National Labor Relations Board  
1099 14<sup>th</sup> Street, N.W.  
Washington, D.C. 20005-3419  
**Via E-File**

**Re: Douglas R. Wilbur, Inc. d/b/a  
DRW Electric And Its  
Alter Egos Brookside Electric, Inc.  
And Dynomax Electric Corp.  
Cases 7-CA-52789  
7-CA-53196**

Dear Mr. Heltzer:

Enclosed is **Counsel For The Acting General Counsel's Motions To Transfer Cases To The Board And Continue Proceedings Before The Board and For Default Judgment**. Each Respondent and Charging Party has been served by Overnight Mail

Very truly yours,

Eric S. Cockrell

Counsel for the Acting General Counsel

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
WASHINGTON, D.C.**

**DOUGLAS R. WILBUR, INC. d/b/a  
DRW ELECTRIC AND ITS  
ALTER EGOS BROOKESIDE ELECTRIC, INC.  
AND DYNOMAX ELECTRIC CORP.**

**Respondents**

**and**

**Cases 7-CA-52789  
7-CA-53196**

**LOCAL 252, INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO**

**Charging Union**

**COUNSEL FOR THE ACTING GENERAL COUNSEL'S MOTIONS TO  
TRANSFER CASES TO THE BOARD AND CONTINUE PROCEEDINGS  
BEFORE THE BOARD AND FOR DEFAULT JUDGMENT**

Eric S. Cockrell, Counsel for the Acting General Counsel in this matter, pursuant to Sections 102.24 and 102.50 of the Board's Rules and Regulations, Series 8, as amended, files these Motions to Transfer Cases to and Continue Proceedings Before the Board and Motion for Default Judgment and in support of the Motions, states as follows:

1. On November 8, 2011, the Regional Director for the Seventh Region issued and served on Respondents a Compliance Specification and Notice of Hearing (Compliance Specification) by certified mail at the following addresses and places of business: (1) Douglas R. Wilbur, Inc. d/b/a DRW Electric, at 8777 Main Street, Whitmore Lake, Michigan 48189; (2) Brookside Electric, Inc., at 9551 Main Street, Whitmore Lake, Michigan 48189; (3) Douglas R. Wilbur, Inc. d/b/a DRW Electric and its Alter Ego Brookside Electric, Inc., at 11553 N. Shore Dr., Whitmore Lake, Michigan 48189; and

(4) Dynamax Electric Corp., at 1350 N. Main Street, Ann Arbor, Michigan 48104.

Douglas R. Wilbur is the resident agent for each of Respondent Douglas R. Wilbur, Inc. d/b/a DRW Electric and Brookside Electric, Inc. A copy of the Compliance Specification is attached as Exhibit A. A copy of the Affidavit of Service for the Compliance Specification is attached as Exhibit B, and copies of the signed certified mail receipts for the Compliance Specification for Respondent Douglas R. Wilbur, Inc. d/b/a DRW Electric and its Alter Ego Brookside Electric, Inc. and Respondent Dynamax Electric Corp. only, are attached as Exhibit C and Exhibit D, respectively. A copy of the State of Michigan, Department of Licensing and Regulatory Affairs, Corporate Entity Details, listing Douglas Wilbur as the resident agent for Respondents Douglas R. Wilbur, Inc., DRW Electric, and Brookside Electric, Inc. are attached as Exhibit E and Exhibit F, respectively.

2. On November 30, 2011, the Regional Director for the Seventh Region served on Respondents a letter sent by regular mail only, advising Respondents that they had not filed an answer to the Compliance Specification. Respondents were further advised that unless they filed an appropriate answer to the Compliance Specification by Friday, December 9, 2011, a Motion for Default Judgment would be filed with the Board. A copy of that letter is attached as Exhibit G. A copy of the Affidavit of Service is attached as Exhibit H and inadvertently states that the letter was served by certified mail. The letters sent by regular mail to Respondents on November 30, 2011, have not been returned to the Region.

3. No answer to the Compliance Specification has been filed to date, nor have Respondents filed to date any document purporting to be an appropriate answer. An Affidavit executed by the Regional Director for the Seventh Region attesting to these facts is attached as Exhibit I.

4. In the "Answer Requirement" portion of the Compliance Specification served on Respondents, they were advised as follows:

The Respondents are notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, they must file an answer to this compliance specification. The answer must be **received by this office on or before November 29, 2011, or postmarked on or before November 28, 2011.** Unless electronically filed in a pdf format, the Respondents should file an original and four copies of the answer with this office. . . . If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the compliance specification are true.

5. Section 102.56(c) of the Board's Rule and Regulations, Series 8, as amended, provides, *inter alia*: "if the respondent fails to file an answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate." ***Falcon Wheel Division, LLC***, 341 NLRB No. 127 (2004) (not reported in Board volumes).

6. The November 30, 2011 letter, sent by regular mail to Respondents having never been returned to the Region, demonstrates actual service of the letter. ***Lite Flight, Inc.***, 285 NLRB 649, 650 (1987) (the failure of communications sent by ordinary mail to be returned to the regional office by the Postal Service indicates actual service).

7. As no answer has been filed, all allegations of the Compliance Specification should be found to be true. *Mays Electric Co., Inc.*, 352 NLRB No. 49 (2008) (not reported in Board volumes); *Cattleman's Meat Company*, 351 NLRB No. 83 (2007) (not reported in Board volumes).

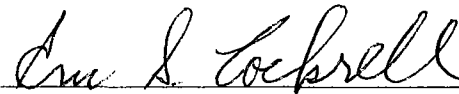
WHEREFORE, Counsel for the Acting General Counsel respectfully moves:

(1) that these cases against Respondents and these Motions be transferred to the Board and ruled on immediately so that, in the event that the Motions are granted, the necessity for and the expense of a hearing involving Respondents will be obviated. As such, the hearing scheduled for January 10, 2012 has been postponed indefinitely.

(2) that all allegations of the Compliance Specification be deemed to be admitted to be true by Respondents and so found by the Board without the taking of evidence in support of the Compliance Specification.

(3) that the Board issue a Decision containing findings of fact, conclusions of law, and an Order, consistent with the allegations in the Compliance Specification and the prayer for relief set forth therein.

Respectfully submitted this 15th day of December 2011.



Eric S. Cockrell  
Counsel for the Acting General Counsel  
National Labor Relations Board, Seventh Region  
Room 300, Patrick V. McNamara Federal Building  
477 Michigan Avenue  
Detroit, Michigan 48226

Douglas R. Wilbur, Inc. d/b/a  
DRW Electric And Its  
Alter Egos Brookside Electric, Inc.  
And Dynamax Electric Corp.  
Cases 7-CA-52789  
7-CA-53196

I certify that on the 15<sup>th</sup> day of December 2011, by Overnight Mail, I served a copy of **Counsel For The Acting General Counsel's Motions To Transfer Cases To The Board And Continue Proceedings Before The Board And For Default Judgment** on each Respondent and the Charging Party in the above-captioned matters.

**Overnight Mail:**

Douglas R. Wilbur, President  
Douglas R. Wilbur, Inc. d/b/a DRW Electric  
8777 Main Street  
Whitmore Lake, MI 48189


Jim Burns  
Local 252, IBEW, AFL-CIO  
7920 Jackson Rd., Ste. A  
Ann Arbor, MI 48103

Douglas R. Wilbur, President  
Brookside Electric, Inc.  
9551 Main Street  
Whitmore Lake, MI 48189

Paul T. Gallagher, Esq.  
Gallagher & Gallagher PLC  
560 S. Main Street  
Ann Arbor, MI 48104

Douglas R. Wilbur, President  
Douglas R. Wilbur, Inc. d/b/a DRW Electric and  
Its Alter Ego Brookside Electric, Inc.  
11553 N. Shore Dr.  
Whitmore Lake, MI 48189

Ms. Connie Cushing, President and COO  
Dynamax Electric Corp.  
1350 N. Main Street  
Ann Arbor, MI 48104



Eric S. Cockrell  
Counsel for the Acting General Counsel

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
SEVENTH REGION**

**DOUGLAS R. WILBUR, INC. d/b/a  
DRW ELECTRIC AND ITS  
ALTER EGOS BROOKESIDE ELECTRIC, INC.  
AND DYNOMAX ELECTRIC CORP.**

**Respondents**

**and**

**CASES 7-CA-52789  
7-CA-53196**

**LOCAL 252, INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO**

**Charging Union**

**COMPLIANCE SPECIFICATION  
AND NOTICE OF HEARING**

The National Labor Relations Board, herein called the Board, issued its Decision and Order on March 31, 2011, reported at 356 NLRB No. 121, directing Douglas R. Wilbur, Inc. d/b/a DRW Electric and its alter egos Brookside Electric, Inc., and Dynamax Electric Corp., and its officers, agents, successors and assigns, herein jointly called the Respondents, to take certain actions, including making whole bargaining unit employees for any loss of earnings and other benefits, including various fringe benefit contributions, suffered as a result of the Respondents' failure to recognize and bargain in good faith with Local 252, International Brotherhood of Electrical Workers, AFL-CIO, herein called the Charging Union, with interest compounded on a daily basis. On July 7, 2011, the United States Court of Appeals for the Sixth Circuit entered its judgment in Case No. 11-1632 enforcing the aforesaid Decision and Order of the Board.

As a controversy presently exists regarding the liability of the Respondents as to the amount of backpay and other benefits owed the unit employees under the terms of the Board's Order, as enforced by the United States Court of Appeals for the Sixth Circuit, the undersigned, pursuant to the authority duly conferred by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges as follows:

**EXHIBIT**

tabbles

**A**

1. No payments have been made by the Respondents to satisfy their obligation under the terms of the aforesaid Board Order, as enforced by the United States Court of Appeals for the Sixth Circuit.

2. The backpay period for Respondent Brookside Electric, Inc. (herein called Respondent Brookside) began when it was established by Respondent DRW Electric on about October 21, 2009, and continued until about July 8, 2010, when Respondent Brookside's operations were shut down.

3. The backpay period for Respondent Dynamax Electric Corp. (herein called Respondent Dynamax) began when it was established by Respondent DRW Electric on about July 8, 2010, and continued until about November 1, 2010, when Respondent Dynamax's operations were shut down.

4. The Inside Wireman, Residential Wireman, and Inside Sound and Communications Collective Bargaining Agreements between the Charging Union and the South Central Division Michigan Chapter of the National Electrical Contractors Association provide that the Charging Union shall be the sole and exclusive source of referral of applicants for employment.

5. An appropriate measure of backpay due unit employees is the amount of earnings unit employees would have received, but for the Respondents' unlawful refusal to recognize and bargain with the Charging Union.

6.(a). An appropriate measure of gross backpay can be obtained by determining the number of employees employed by the Respondents and the number of hours they worked performing residential, inside wiring, and inside sound and communications electrical work within the jurisdiction of the Charging Union after the Respondents' unlawful refusal to recognize and bargain with the Charging Union, multiplied by the hourly journeymen base wage rate established by the terms and conditions set forth in the Inside Wireman Collective Bargaining Agreements between the Charging Union and the South Central Division Michigan Chapter of the National Electrical Contractors Association for regular hours, and by the same hourly rate times 1.5 for overtime hours.

(b). From June 1, 2009, through May 30, 2010, the journeyman wireman base wage rate was \$33.86 per hour (see Attachment A).

(c). From May 31, 2010, through May 29, 2011, the journeyman wireman base wage rate was \$33.83 per hour (see Attachment B).

(d). The totality of the above subsections of this paragraph comprise gross backpay which is owed to unit employees.

7.(a). An appropriate measure of gross fringe benefits can be obtained by determining the number of employees employed by the Respondents and the number of hours they worked performing residential, inside wiring, and inside sound and communications electrical work within the jurisdiction of the Charging Union after the Respondents' unlawful refusal to recognize and bargain with the Charging Union, multiplied by the journeymen hourly fringe benefits contribution rate established by the terms and conditions set forth in the Inside Wireman Collective Bargaining Agreements between the Charging Union and the South Central Division Michigan Chapter of the National Electrical Contractors Association.

(b). From June 1, 2009, through May 29, 2011, the journeyman wireman fringe benefit contribution rate was \$22.14 per hour (see Attachment A).

(c). From May 31, 2010, through May 29, 2011, the journeyman wireman fringe benefit contribution rate was \$23.47 per hour (see Attachment B).

(d). The totality of the above subsections of this paragraph comprise gross fringe benefit contributions which are owed to unit employees.

8.(a). After the Respondents' unlawful failure and refusal to recognize and bargain with the Charging Union, Respondent Brookside employed a total of two employees to perform residential, inside wiring, and inside sound and communications electrical work within the jurisdiction of the Charging Union. During the backpay period of about October 21, 2010, to about May 29, 2010, one employee (Brookside employee one) worked a total of 699.19 regular hours and 14.66 hours of overtime and the other employee (Brookside employee two) worked a total of 514.54 regular hours and 27.76 hours of overtime performing the above-described work. During the backpay period of about May 29, 2010, to about July 8, 2010, Brookside employee one worked a total of 133.66 regular hours and 1.08 hours of overtime and Brookside employee two worked a total of 53.84 regular hours and 2.06 hours of overtime performing the above-described work. Based on these hours, during the backpay period of about October 21, 2009, to about July 8, 2010, one unit employee would have received gross backpay of \$28,998.00 and another unit employee would have received gross backpay of \$20,757.00 from Respondent Brookside (see Schedules A and B).

(b). After the Respondents' unlawful failure and refusal to recognize and bargain with the Charging Union, Respondent Dynamax employed a total of two employees to perform residential, inside wiring, and inside sound and communications electrical work within the jurisdiction of the Charging Union. During the backpay period of about July 8, 2010, to about November 1, 2010, one employee (Dynamax employee one) worked a total of 481.78 regular hours and 14.72 hours of overtime and the other employee (Dynamax employee two) worked a total of 244.8 regular hours and 12.8 hours of overtime performing the above-described work. Based on these hours, one unit employee would have received

gross backpay of \$17,048.00 and another unit employee would have received gross backpay of \$8,928.00 from Respondent Dynamax (see Schedules C and D).

9.(a). During the backpay period of about October 21, 2009, to about May 29, 2010, Respondent Brookside employed Brookside employee one for a total of 713.85 hours and Brookside employee two for a total for 542.3 hours performing the above-described work. During the backpay period of about May 29, 2010, to about July 8, 2010, Respondent Brookside employed Brookside employee one for a total of 133.66 hours and Brookside employee two for a total of 55.9 hours performing the above-described work. Based on these hours, during the backpay period of about October 21, 2009, to about July 8, 2010, one unit employee would have received gross fringe benefit contributions of \$18,943.00 and another unit employee would have received gross fringe benefit contributions of \$13,319.00 from Respondent Brookside (see Schedules E and F).

(b). During the backpay period of about July 8, 2010, to about November 1, 2010, Respondent Dynamax employed Dynamax employee one for a total of 496.5 hours and Dynamax employee two for a total for 257.6 hours performing the above-described work. Based on these hours, one unit employee would have received gross fringe benefit contributions of \$11,649.00 and another unit employee would have received gross fringe benefit contributions of \$6,048.00 from Respondent Dynamax (see Schedules G and H).

10. Summarizing the facts and figures above and denoted in Schedules A through H, the Respondents' obligation to make whole the unit employees under the Board's Order, as enforced by the United States Court of Appeals for the Sixth Circuit, will be substantially discharged by payment of the following amounts, plus interest at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as set forth in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), less all tax withholdings as required by Federal, state, and municipal law:

Brookeside Employee One Wages	\$28,998.00
Brookeside Employee One Fringes	\$18,943.00
Brookeside Employee Two Wages	\$20,757.00
Brookeside Employee Two Fringes	\$13,319.00
Dynamax Employee One Wages	\$17,048.00
Dynamax Employee One Fringes	\$11,649.00
Dynamax Employee Two Wages	\$ 8,928.00
Dynamax Employee Two Fringes	\$ 6,048.00
TOTAL	\$125,690.00

**WHEREFORE**, it is prayed that an Order be entered consistent with the above.

## **ANSWER REQUIREMENT**

The Respondents are notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, they must file an answer to this compliance specification. The answer must **be received by this office on or before November 29, 2011, or postmarked on or before November 28, 2011.** Unless filed electronically in a pdf format, the Respondents should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on the **File Case Documents**, enter the NLRB Case Number, and then follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than two hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by the Respondents or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of the Respondents, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondents' knowledge, and set forth in detail the Respondents' position as to the applicable premises and furnish the appropriate supporting figures.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the compliance specification are true. If the answer fails to deny allegations of the compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not

adequately explained, the Board may find those allegations in the compliance specification are true and preclude the Respondents from introducing any evidence controverting those allegations.

### **NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT on the 10<sup>th</sup> day of January, 2012 at 10:00 a.m., at Room 300, Patrick V. McNamara Federal Building, 477 Michigan Avenue, Detroit, Michigan and on consecutive days thereafter** until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, the Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Detroit, Michigan, this 8<sup>th</sup> day of November, 2011

(SEAL)

/s/ Stephen M. Glasser

Stephen M. Glasser, Regional Director  
National Labor Relations Board, Region 7  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 300  
Detroit, Michigan 48226



*Michigan Chapter*  
**NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.**

1026 N Washington Ave. • Lansing, MI 48906

PHONE 517.372.3080 • FAX 517.372.4313

www.minecca.org

To: All Union Electrical Contractors working in the **South Central/#252** Jurisdiction

Re: **Inside** Wireman Agreement Wage Package Increase

Date: June 2, 2009

This is to inform you that the following wage rates will become effective June 1, 2009:

	<u>Journeyman</u>	<u>Foreman</u>	<u>General Foreman</u>	<u>2<sup>nd</sup> Shift</u>	<u>3<sup>rd</sup> Shift</u>
Base Rate	\$33.86	\$38.94	\$42.33	\$39.72	\$44.49
Vacation	4.74	5.45	5.93	5.56	6.23
Health Plan	6.80	6.80	6.80	6.80	6.80
Pension DB*	4.64	4.64	4.64	4.64	4.64
<i>see note below)</i> *Pension DB = 10% (\$3.39) + Pension Compliance Contribution (\$1.25) = \$4.64					
Pension DC	3.39	3.39	3.39	3.39	3.39
NEBF (3%)	1.16	1.33	1.45	1.36	1.52
Training	.59	.68	.74	.70	.78
School	.76	.88	.95	.89	1.00
LMCF	.06	.06	.06	.06	.06
Total Package	\$56.00	\$62.17	\$66.29	\$63.12	\$68.91

Foreman – 15% per hour above journeyman rate

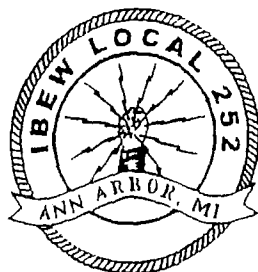
General Foreman – 25% per hour above journeyman rate

***Apprentices:***

	<u>40%</u>	<u>50%</u>	<u>60%</u>	<u>70%</u>	<u>80%</u>	<u>90%</u>
Base Rate	\$13.54	\$16.93	\$20.32	\$23.70	\$27.09	\$30.47
Vacation	1.90	2.37	2.84	3.32	3.79	4.27
Health Plan	6.80	6.80	6.80	6.80	6.80	6.80
Pension DB*	4.64	4.64	4.64	4.64	4.64	4.64
<i>see note below)</i> *Pension DB = 10% (\$3.39) + Pension Compliance Contribution (\$1.25) = \$4.64						
Pension DC	3.39	3.39	3.39	3.39	3.39	3.39
NEBF (3%)	.46	.58	.69	.81	.93	1.04
Training	.00	.30	.36	.41	.47	.53
School	.00	.38	.46	.53	.61	.69
LMCF	.06	.06	.06	.06	.06	.06
Total Package	\$30.79	\$35.45	\$39.56	\$43.66	\$47.78	\$51.89

*Approved "N"*

International  
Electrical



Brotherhood of  
Workers

Telephone: (734) 424-0978  
Fax: (734) 424-9575

LOCAL NO. 252  
7920 Jackson Road, Suite A  
Ann Arbor, Michigan 48103

Greg Stephens, Business Manager  
John Salyer, President



## INSIDE JOURNEYMAN WAGE SCALE

May 31, 2010 to May 29, 2011

Classification	Journeyman	Foreman	General Foreman	2nd Shift	3rd Shift
Base Rate	\$33.83	\$38.90	\$42.29	\$39.68	\$44.45
Vacation	\$4.74	\$5.45	\$5.92	\$5.56	\$6.22
Pension DB	\$5.64	\$5.64	\$5.64	\$5.64	\$5.64
Pension DC	\$3.39	\$3.39	\$3.39	\$3.39	\$3.39
Health & Welfare	\$7.05	\$7.05	\$7.05	\$7.05	\$7.05
NEBF	\$1.16	\$1.33	\$1.45	\$1.36	\$1.52
Training	\$0.59	\$0.68	\$0.74	\$0.69	\$0.78
School	\$0.76	\$0.88	\$0.95	\$0.89	\$1.00
LMCF	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
Total	\$57.30	\$63.46	\$67.57	\$64.40	\$70.19

ATTACHMENT "B"

# NLRB Backpay Calculation

1

Case Name: DRW Electric, Inc.  
Case Number: 7-CA-52789 and 7-CA-53196

Backpay period:

Schedule A

Claimant: Brookside Employee # 1 Backpay

10/21/09 - 7/8/10

Interest  
calculated to:

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2009	4	10/3				-					
2009	4	10/10				-					
2009	4	10/17				-					
2009	4	10/24	12.8	0.24	33.86	446					
2009	4	10/31	22.39	0.42	33.86	779	1/				
2009	4	11/8	40	0	33.86	1,354					
2009	4	11/15	32	0	33.86	1,084					
2009	4	11/22	40	0	33.86	1,354					
2009	4	11/29	25	0	33.86	847					
2009	4	12/6	40	8	33.86	1,761					
2009	4	12/13	40	5	33.86	1,608					
2009	4	12/20	40	1	33.86	1,405					
2009	4	12/27	30.5	0	33.86	1,033					
2009	4	Total				11,671		11,671	-	-	11,671
2010	1	1/3	16	0	33.86	542					
2010	1	1/10	36.5	0	33.86	1,236					
2010	1	1/17	31.5	0	33.86	1,067					
2010	1	1/24	26.5	0	33.86	897					
2010	1	1/31	14	0	33.86	474					
2010	1	2/7	25	0	33.86	847					
2010	1	2/14	25	0	33.86	847					
2010	1	2/21	24	0	33.86	813					
2010	1	2/28	16	0	33.86	542					
2010	1	3/7	14	0	33.86	474					
2010	1	3/14	3.5	0	33.86	119					
2010	1	3/21	20	0	33.86	677					
2010	1	3/28	21	0	33.86	711					
2010	1	Total				9,246		9,246	-	-	9,246

## NLRB Backpay Calculation

2

Case Name:		DRW Electric, Inc.						Backpay period:		Schedule A	
Case Number:		7-CA-52789 and 7-CA-53196						10/21/09 - 7/8/10		Interest calculated to:	
Claimant:		Brookeside Employee # 1 Backpay									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	2	4/4	7	0	33.86	237					
2010	2	4/11	21	0	33.86	711					
2010	2	4/18	0	0	33.86	-					
2010	2	4/25	0	0	33.86	-					
2010	2	5/2	14.5	0	33.86	491					
2010	2	5/9	17	0	33.86	576					
2010	2	5/16	7	0	33.86	237					
2010	2	5/23	13	0	33.86	440					
2010	2	5/30	24	0	33.86	813					
2010	2	6/6	28.5	0	33.83	964					
2010	2	6/13	30.5	0	33.83	1,032					
2010	2	6/20	16	0	33.83	541					
2010	2	6/27	22.81	0.42	33.83	793					
2010	2	Total				6,835		6,835	-	-	6,835
2010	3	7/4	22.81	0.42	33.83	793					
2010	3	7/11	13.04	0.24	33.83	453					
2010	3	7/18				-					
2010	3	7/25				-					
2010	3	8/1				-					
2010	3	8/8				-					
2010	3	8/15				-					
2010	3	8/22				-					
2010	3	8/29				-					
2010	3	9/5				-					
2010	3	9/12				-					
2010	3	9/19				-					
2010	3	9/26				-					
2010	3	Total				1,246		1,246	-	-	1,246

# NLRB Backpay Calculation

3

Case Name:		DRW Electric, Inc						Backpay period		Schedule A	
Case Number:		7-CA-52789 and 7-CA-53196						10/21/09 - 7/8/10		Interest calculated to:	
Claimant:		Brookeside Employee # 1 Backpay									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals								28,998	-	-	28,998

## Notes

1/ Est. based on the # of weekly hours reported by Brookeside for Command

**Total Backpay and Expenses 28,998**

## NLRB Backpay Calculation

1

Case Name DRW Electric, Inc.  
Case Number: 7-CA-52789 and 7-CA-53196

Backpay period:

Schedule B

Claimant: **Brookeside Employee # 2 Backpay**

10/21/09 - 7/8/10

Interest  
calculated to:

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2009	4	10/3				-					
2009	4	10/10				-					
2009	4	10/17				-					
2009	4	10/24	8.74	0.46	33.86	319					
2009	4	10/31	15.3	0.8	33.86	559	1/				
2009	4	11/8	0	0	33.86	-					
2009	4	11/15	23	0	33.86	779					
2009	4	11/22	40	0	33.86	1,354					
2009	4	11/29	31.5	0	33.86	1,067					
2009	4	12/6	40	10	33.86	1,862					
2009	4	12/13	40	9.5	33.86	1,837					
2009	4	12/20	40	7	33.86	1,710					
2009	4	12/27	29.5	0	33.86	999					
2009	4	Total				10,486		10,486	-	-	10,486
2010	1	1/3	26	0	33.86	880					
2010	1	1/10	35	0	33.86	1,185					
2010	1	1/17	33	0	33.86	1,117					
2010	1	1/24	23	0	33.86	779					
2010	1	1/31	12	0	33.86	406					
2010	1	2/7	27.5	0	33.86	931					
2010	1	2/14	24.5	0	33.86	830					
2010	1	2/21	15	0	33.86	508					
2010	1	2/28	14	0	33.86	474					
2010	1	3/7	10	0	33.86	339					
2010	1	3/14	5	0	33.86	169					
2010	1	3/21	5	0	33.86	169					
2010	1	3/28	0	0	33.86	-					
2010	1	Total				7,787		7,787	-	-	7,787

## NLRB Backpay Calculation

2

Case Name:		DRW Electric, Inc.						Backpay period:		Schedule B	
Case Number:		7-CA-52789 and 7-CA-53196						10/21/09 - 7/8/10		Interest calculated to:	
Claimant		Brookeside Employee # 2 Backpay									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	2	4/4	0	0	33.86	-					
2010	2	4/11	0	0	33.86	-					
2010	2	4/18	2	0	33.86	68					
2010	2	4/25	0	0	33.86	-					
2010	2	5/2	0	0	33.86	-					
2010	2	5/9	2	0	33.86	68					
2010	2	5/16	0	0	33.86	-					
2010	2	5/23	4	0	33.86	135					
2010	2	5/30	8.5	0	33.86	288					
2010	2	6/6	10.5	0	33.83	355					
2010	2	6/13	4	0	33.83	135					
2010	2	6/20	0	0	33.83	-					
2010	2	6/27	15.3	0.8	33.83	558					
2010	2	Total				1,607		1,607	-	-	1,607
2010	3	7/4	15.3	0.8	33.83	558					
2010	3	7/11	8.74	0.46	33.83	319					
2010	3	7/18				-					
2010	3	7/25				-					
2010	3	8/1				-					
2010	3	8/8				-					
2010	3	8/15				-					
2010	3	8/22				-					
2010	3	8/29				-					
2010	3	9/5				-					
2010	3	9/12				-					
2010	3	9/19				-					
2010	3	9/26				-					
2010	3	Total				877		877	-	-	877

# NLRB Backpay Calculation

3

Case Name:		DRW Electric, Inc.						Backpay period.		Schedule B	
Case Number:		7-CA-52789 and 7-CA-53196								Interest calculated to:	
Claimant:		Brookeside Employee # 2 Backpay						10/21/09 - 7/8/10			
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals								20,757	-	-	20,757

## Notes

**Total Backpay and Expenses 20,757**

1/ Est based on the # of weekly hours reported by Brookeside for McMurray

## NLRB Backpay Calculation

1

Case Name DRW Electric, Inc.  
Case Number: 7-CA-52789 and 7-CA-53196

Backpay period

Schedule C

Claimant: **Dynomax Employee # 1 Backpay**

7/8/10 - 11/1/10

Interest  
calculated to

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	3	7/4				-					
2010	3	7/11				-					
2010	3	7/18	24.91	0.59	33.83	873	1/				
2010	3	7/25	24.91	0.59	33.83	873					
2010	3	8/1	24.91	0.59	33.83	873					
2010	3	8/8	24.91	0.59	33.83	873					
2010	3	8/15	40	8	33.83	1,759					
2010	3	8/22	40	2	33.83	1,455					
2010	3	8/29	39.5	0	33.83	1,336					
2010	3	9/5	39.5	0	33.83	1,336					
2010	3	9/12	35	0	33.83	1,184					
2010	3	9/19	36	0	33.83	1,218					
2010	3	9/26	28.5	0	33.83	964					
2010	3	Total				12,744		12,744	-	-	12,744
2010	4	10/3	24.91	0.59	33.83	873					
2010	4	10/10	24.91	0.59	33.83	873					
2010	4	10/17	24	0	33.83	812					
2010	4	10/24	24.91	0.59	33.83	873					
2010	4	10/31	24.91	0.59	33.83	873					
2010	4	11/7				-					
2010	4	11/14				-					
2010	4	11/21				-					
2010	4	11/28				-					
2010	4	12/5				-					
2010	4	12/12				-					
2010	4	12/19				-					
2010	4	12/26				-					
2010	4	Total				4,304		4,304	-	-	4,304

# NLRB Backpay Calculation

2

Case Name:		DRW Electric, Inc.						Backpay period		Schedule C	
Case Number:		7-CA-52789 and 7-CA-53196						7/8/10 - 11/1/10		Interest calculated to:	
Claimant:		Dynamax Employee # 1 Backpay									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals								17,048	-	-	17,048

## Notes

**Total Backpay and Expenses 17,048**

1/ Est based on the # of weekly hours reported by Brookside for Command and Command's paystubs from Dynamax

## NLRB Backpay Calculation

1

Case Name		DRW Electric, Inc						Backpay period:		Schedule D	
Case Number:		7-CA-52789 and 7-CA-53196						7/8/10 - 11/1/10		Interest calculated to	
Claimant:		Dynamax Employee # 2 Backpay									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	3	7/4				-					
2010	3	7/11				-					
2010	3	7/18	15.3	0.8	33.83	558	1/				
2010	3	7/25	15.3	0.8	33.83	558					
2010	3	8/1	15.3	0.8	33.83	558					
2010	3	8/8	15.3	0.8	33.83	558					
2010	3	8/15	15.3	0.8	33.83	558					
2010	3	8/22	15.3	0.8	33.83	558					
2010	3	8/29	15.3	0.8	33.83	558					
2010	3	9/5	15.3	0.8	33.83	558					
2010	3	9/12	15.3	0.8	33.83	558					
2010	3	9/19	15.3	0.8	33.83	558					
2010	3	9/26	15.3	0.8	33.83	558					
2010	3	Total				6,138		6,138	-	-	6,138
2010	4	10/3	15.3	0.8	33.83	558					
2010	4	10/10	15.3	0.8	33.83	558					
2010	4	10/17	15.3	0.8	33.83	558					
2010	4	10/24	15.3	0.8	33.83	558					
2010	4	10/31	15.3	0.8	33.83	558					
2010	4	11/7				-					
2010	4	11/14				-					
2010	4	11/21				-					
2010	4	11/28				-					
2010	4	12/5				-					
2010	4	12/12				-					
2010	4	12/19				-					
2010	4	12/26				-					
2010	4	Total				2,790		2,790	-	-	2,790

# NLRB Backpay Calculation

2

Case Name:		DRW Electric, Inc.						Backpay period:		Schedule D	
Case Number		7-CA-52789 and 7-CA-53196						7/8/10 - 11/1/10		Interest calculated to:	
Claimant:		Dynamax Employee # 2 Backpay									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals								8,928	-	-	8,928

## Notes

**Total Backpay and Expenses 8,928**

1/ Est based on the number of weekly hours reported by Brookside for McMurray. No other documentation in the file

# NLRB Backpay Calculation

1

Case Name: DRW Electric, Inc  
Case Number: 7-CA-52789 and 7-CA-53196

Backpay period:

Schedule E

Claimant: **Brookeside Employee # 1 Fringes**

10/21/09 - 7/8/10

Interest  
calculated to

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2009	4	10/3				-					
2009	4	10/10				-					
2009	4	10/17				-					
2009	4	10/24	13.04		22.14	289					
2009	4	10/31	22.81		22.14	505	1/				
2009	4	11/8	40		22.14	886					
2009	4	11/15	32		22.14	708					
2009	4	11/22	40		22.14	886					
2009	4	11/29	25		22.14	554					
2009	4	12/6	48		22.14	1,063					
2009	4	12/13	45		22.14	996					
2009	4	12/20	41		22.14	908					
2009	4	12/27	30.5		22.14	675					
2009	4	Total				7,470		7,470	-	-	7,470
2010	1	1/3	16		22.14	354					
2010	1	1/10	36.5		22.14	808					
2010	1	1/17	31.5		22.14	697					
2010	1	1/24	26.5		22.14	587					
2010	1	1/31	14		22.14	310					
2010	1	2/7	25		22.14	554					
2010	1	2/14	25		22.14	554					
2010	1	2/21	24		22.14	531					
2010	1	2/28	16		22.14	354					
2010	1	3/7	14		22.14	310					
2010	1	3/14	3.5		22.14	77					
2010	1	3/21	20		22.14	443					
2010	1	3/28	21		22.14	465					
2010	1	Total				6,044		6,044	-	-	6,044

## NLRB Backpay Calculation

2

Case Name		DRW Electric, Inc						Backpay period 10/21/09 - 7/8/10		Schedule E	
Case Number		7-CA-52789 and 7-CA-53196								Interest calculated to	
Claimant:		Brookeside Employee # 1 Fringes									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	2	4/4	7		22.14	155					
2010	2	4/11	21		22.14	465					
2010	2	4/18	0		22.14	-					
2010	2	4/25	0		22.14	-					
2010	2	5/2	14.5		22.14	321					
2010	2	5/9	17		22.14	376					
2010	2	5/16	7		22.14	155					
2010	2	5/23	13		22.14	288					
2010	2	5/30	24		22.14	531					
2010	2	6/6	28.5		23.47	669					
2010	2	6/13	30.5		23.47	716					
2010	2	6/20	16		23.47	376					
2010	2	6/27	22.81		23.47	535					
2010	2	Total				4,587		4,587	-	-	4,587
2010	3	7/4	22.81		23.47	535					
2010	3	7/11	13.04		23.47	306					
2010	3	7/18				-					
2010	3	7/25				-					
2010	3	8/1				-					
2010	3	8/8				-					
2010	3	8/15				-					
2010	3	8/22				-					
2010	3	8/29				-					
2010	3	9/5				-					
2010	3	9/12				-					
2010	3	9/19				-					
2010	3	9/26				-					
2010	3	Total				841		841	-	-	841

# NLRB Backpay Calculation

3

Case Name: DRW Electric, Inc.

Case Number: 7-CA-52789 and 7-CA-53196

Backpay period:

Schedule E

Claimant

Brookeside Employee # 1 Fringes

10/21/09 - 7/8/10

Interest  
calculated to.

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
							Totals	18,943	-	-	18,943

Notes

Total Backpay and Expenses

18,943

1/ Est. based on the # of weekly hours reported by Brookeside for Command

NLRB Backpay Calculation

1

Case Name: DRW Electric, Inc  
Case Number: 7-CA-52789 and 7-CA-53196

Backpay period

Schedule F

Claimant: Brookside Employee # 2 Fringes

10/21/09 - 7/8/10

Interest  
calculated to:

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2009	4	10/3				-					
2009	4	10/10				-					
2009	4	10/17				-					
2009	4	10/24	9.2		22.14	204					
2009	4	10/31	16.1		22.14	356	1/				
2009	4	11/8	0		22.14	-					
2009	4	11/15	23		22.14	509					
2009	4	11/22	40		22.14	886					
2009	4	11/29	31.5		22.14	697					
2009	4	12/6	50		22.14	1,107					
2009	4	12/13	49.5		22.14	1,096					
2009	4	12/20	47		22.14	1,041					
2009	4	12/27	29.5		22.14	653					
2009	4	Total				6,549		6,549	-	-	6,549
2010	1	1/3	26		22.14	576					
2010	1	1/10	35		22.14	775					
2010	1	1/17	33		22.14	731					
2010	1	1/24	23		22.14	509					
2010	1	1/31	12		22.14	266					
2010	1	2/7	27.5		22.14	609					
2010	1	2/14	24.5		22.14	542					
2010	1	2/21	15		22.14	332					
2010	1	2/28	14		22.14	310					
2010	1	3/7	10		22.14	221					
2010	1	3/14	5		22.14	111					
2010	1	3/21	5		22.14	111					
2010	1	3/28	0		22.14	-					
2010	1	Total				5,093		5,093	-	-	5,093

## NLRB Backpay Calculation

2

Case Name:		DRW Electric, Inc				Backpay period		Schedule F			
Case Number:		7-CA-52789 and 7-CA-53196				10/21/09 - 7/8/10		Interest calculated to			
Claimant:		Brookeside Employee # 2 Fringes									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	2	4/4	0		22.14	-					
2010	2	4/11	0		22.14	-					
2010	2	4/18	2		22.14	44					
2010	2	4/25	0		22.14	-					
2010	2	5/2	0		22.14	-					
2010	2	5/9	2		22.14	44					
2010	2	5/16	0		22.14	-					
2010	2	5/23	4		22.14	89					
2010	2	5/30	8.5		22.14	188					
2010	2	6/6	10.5		23.47	246					
2010	2	6/13	4		23.47	94					
2010	2	6/20	0		23.47	-					
2010	2	6/27	16.1		23.47	378					
2010	2	Total				1,083		1,083	-	-	1,083
2010	3	7/4	16.1		23.47	378					
2010	3	7/11	9.2		23.47	216					
2010	3	7/18				-					
2010	3	7/25				-					
2010	3	8/1				-					
2010	3	8/8				-					
2010	3	8/15				-					
2010	3	8/22				-					
2010	3	8/29				-					
2010	3	9/5				-					
2010	3	9/12				-					
2010	3	9/19				-					
2010	3	9/26				-					
2010	3	Total				594		594	-	-	594

## NLRB Backpay Calculation

3

Case Name		DRW Electric, Inc						Backpay period		Schedule F	
Case Number		7-CA-52789 and 7-CA-53196								Interest calculated to	
Claimant		Brookeside Employee # 2 Fringes						10/21/09 - 7/8/10			
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals								13,319	-	-	13,319

## Notes

<b>Total Backpay and Expenses</b>	<b>13,319</b>
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1/ Est based on the # of weekly hours reported by Brookeside for McMurray

# NLRB Backpay Calculation

1

Case Name: DRW Electric, Inc.  
Case Number: 7-CA-52789 and 7-CA-53196

Backpay period:

Schedule G

Claimant: Dynomax Employee # 1 Fringes

7/8/10 - 11/1/10

Interest  
calculated to:

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	3	7/4				-					
2010	3	7/11				-					
2010	3	7/18	25.5		23.47	598	1/				
2010	3	7/25	25.5		23.47	598					
2010	3	8/1	25.5		23.47	598					
2010	3	8/8	25.5		23.47	598					
2010	3	8/15	48		23.47	1,127					
2010	3	8/22	42		23.47	986					
2010	3	8/29	39.5		23.47	927					
2010	3	9/5	39.5		23.47	927					
2010	3	9/12	35		23.47	821					
2010	3	9/19	36		23.47	845					
2010	3	9/26	28.5		23.47	669					
2010	3	Total				8,694		8,694	-	-	8,694
2010	4	10/3	25.5		23.47	598					
2010	4	10/10	25.5		23.47	598					
2010	4	10/17	24		23.47	563					
2010	4	10/24	25.5		23.47	598					
2010	4	10/31	25.5		23.47	598					
2010	4	11/7				-					
2010	4	11/14				-					
2010	4	11/21				-					
2010	4	11/28				-					
2010	4	12/5				-					
2010	4	12/12				-					
2010	4	12/19				-					
2010	4	12/26				-					
2010	4	Total				2,955		2,955	-	-	2,955

# NLRB Backpay Calculation

2

Case Name:		DRW Electric, Inc.						Backpay period:		Schedule G	
Case Number:		7-CA-52789 and 7-CA-53196						7/8/10 - 11/1/10		Interest calculated to.	
Claimant		Dynamax Employee # 1 Fringes									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals								11,649	-	-	11,649

## Notes

**Total Backpay and Expenses 11,649**

1/ Est based on the # of weekly hours reported by Brookside for Command and Command's paystubs from Dynamax.

# NLRB Backpay Calculation

1

Case Name:		DRW Electric, Inc						Backpay period:		Schedule H	
Case Number:		7-CA-52789 and 7-CA-53196						7/8/10 - 11/1/10		Interest calculated to:	
Claimant:		Dynamax Employee # 2 Fringes									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	3	7/4				-					
2010	3	7/11				-					
2010	3	7/18	16.1		23.47	378	1/				
2010	3	7/25	16.1		23.47	378					
2010	3	8/1	16.1		23.47	378					
2010	3	8/8	16.1		23.47	378					
2010	3	8/15	16.1		23.47	378					
2010	3	8/22	16.1		23.47	378					
2010	3	8/29	16.1		23.47	378					
2010	3	9/5	16.1		23.47	378					
2010	3	9/12	16.1		23.47	378					
2010	3	9/19	16.1		23.47	378					
2010	3	9/26	16.1		23.47	378					
2010	3	Total				4,158		4,158	-	-	4,158
2010	4	10/3	16.1		23.47	378					
2010	4	10/10	16.1		23.47	378					
2010	4	10/17	16.1		23.47	378					
2010	4	10/24	16.1		23.47	378					
2010	4	10/31	16.1		23.47	378					
2010	4	11/7				-					
2010	4	11/14				-					
2010	4	11/21				-					
2010	4	11/28				-					
2010	4	12/5				-					
2010	4	12/12				-					
2010	4	12/19				-					
2010	4	12/26				-					
2010	4	Total				1,890		1,890	-	-	1,890

# NLRB Backpay Calculation

2

Case Name:		DRW Electric, Inc						Backpay period:		Schedule H	
Case Number:		7-CA-52789 and 7-CA-53196						7/8/10 - 11/1/10		Interest calculated to:	
Claimant		Dynamax Employee # 2 Fringes									
Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals								6,048	-	-	6,048

## Notes

**Total Backpay and Expenses 6,048**

1/ Est based on the number of weekly hours reported by Brookside for McMurray. No other documentation in the file.

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO  
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

*(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)*

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

# BOARD'S RULES AND REGULATIONS

## SEC. 102.56 *Answer to compliance specification*

**(a) *Filing and service of answer; form.*** — Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

**(b) *Contents of answer to specification.*** — The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

**(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specifications.*** — If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

**(d) *Extension of time for filing answer to specification.*** — Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

**(e) *Amendment to answer.*** — Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

DOUGLAS R. WILBUR, INC. d/b/a DRW ELECTRIC AND  
ITS ALTER EGOS BROOKESIDE ELECTRIC, INC. AND  
DYNOMAX ELECTRIC CORP.

Respondents

and

LOCAL 252, INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO

Charging Union

CASES 07-CA-052789,  
07-CA-053196

DATE OF MAILING: November 8, 2011

**AFFIDAVIT OF SERVICE OF: COMPLIANCE SPECIFICATION AND NOTICE OF HEARING**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above, I served the above-entitled document(s) by certified and regular mail upon the following persons, addressed to them at the following addresses:

**CERTIFIED MAIL:**

Douglas R Wilbur President  
Douglas R Wilbur Inc d/b/a DRW Electric  
8777 Main Street  
Whitmore Lake MI 48189  
Certified # 7003 2260 0005 9722 0904

Douglas R Wilbur President  
Brookeside Electric Inc  
9551 Main Street  
Whitmore Lake MI 48189  
Certified # 7004 2510 0001 4357 6357

Douglas R Wilbur President  
Douglas R Wilbur Inc d/b/a DRW Electric and  
Its Alter Ego Brookeside Electric Inc  
11553 N Shore Dr  
Whitmore Lake MI 48189  
Certified # 7004 2510 0001 4357 6364

**CERTIFIED MAIL:**

Ms Connie Cushing President and COO  
Dynamax Electric Corp  
1350 N Main Street  
Ann Arbor MI 48104  
Certified # 7004 2510 0001 4357 6371

Jim Burns  
Local 252 IBEW AFL-CIO  
7920 Jackson Rd Ste A  
Ann Arbor MI 48103  
Certified # 7004 2510 0001 4357 6593

**REGULAR MAIL:**

Paul T Gallagher Esq  
Gallagher & Gallagher PLC  
560 S Main Street  
Ann Arbor MI 48104

MDB/sr

  
Michelle Terrell, Mail Clerk

Subscribed and sworn to before me this

8<sup>th</sup> day of November, 2011

DESIGNATED AGENT:

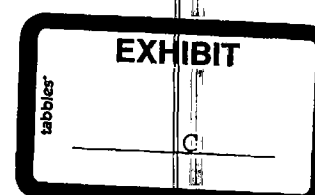
  
NOTARY PUBLIC FOR WASHTENAW COUNTY,  
ACTING IN WAYNE COUNTY, MICHIGAN  
MY COMMISSION EXPIRES: 11-27-2012

**EXHIBIT**

tabbles

B

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent</span></p> <p><i>[Signature]</i> <span style="float: right;"><input checked="" type="checkbox"/> Addressee</span></p> </div> <div style="width: 35%;"> <p>B. Received by (Printed Name)</p> <p><i>WILBUR</i></p> </div> <div style="width: 5%;"> <p>C. Date of Delivery</p> <p><i>9/10</i></p> </div> </div> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          ES, enter delivery address below: <input type="checkbox"/> No</p>
<p>Douglas R Wilbur President          Douglas R Wilbur Inc d/b/a DRW Electric and          Its Alter Ego Brookside Electric Inc          11553 N Shore Dr          Whitmore Lake MI 48189</p>	
<p>Service Type</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> </div> <div style="width: 35%;"> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> </div> </div>	
<p>2. Article Number          (Transfer from service label) <span style="float: right;">7004 2510 0001 4357 6364</span></p>	
<p>PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540</p> <p><i>7-CA-52789/DRW Electric Comp Spec/se</i></p>	




**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms Connie Cushing President and COO  
Dynamax Electric Corp  
1350 N Main Street  
Ann Arbor MI 48104

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
X  ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery  
L. BRATTON 11-9-11

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below ☒ No

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)

7004 2510 0001 4357 6371

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

7-CA 52789/DEW Electric Compl Fee/se

**EXHIBIT**

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Assumed Names:	Id Num	Creation Date	Renew Date	Expiration Date
LOT LIGHTERS	195026	11-13-2000		12-31-2005
D.R.W. ELECTRIC	195026	4-25-1996	10-1-2001	12-31-2006

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**CORPORATE ENTITY DETAILS**

**Searched for:** BROOKESIDE ELECTRIC, INC

**ID Num:** 02791T

**Entity Name:** BROOKESIDE ELECTRIC, INC

**Type of Entity:** Domestic Profit Corporation

**Resident Agent:** DOUGLAS WILBUR

**Registered Office Address:** 11553 NORTH SHORE DR WHITMORE LAKE MI 48189

**Mailing Address:** MI

**Formed Under Act Number(s):** 284 1972

**Incorporation/Qualification Date:** 10-21-2009

**Jurisdiction of Origin:** MICHIGAN

**Number of Shares:** 50,000

**Year of Most Recent Annual Report:**

**Year of Most Recent Annual Report With Officers & Directors:**

**Status:** TERM EXPIRED **Date:** 7-8-2010

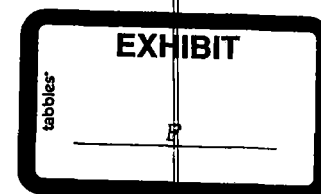
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United States Government

**NATIONAL LABOR RELATIONS BOARD**

**Region 7**

**477 Michigan Avenue – Room 300**

**Detroit, Michigan 48226-2569**

**Telephone: (313) 226-3200**

**FAX: (313) 226-2090**

**November 30, 2011**

**Douglas R Wilbur President  
Douglas R Wilbur Inc d/b/a DRW Electric  
8777 Main Street  
Whitmore Lake MI 48189**

**Douglas R Wilbur President  
Brookeside Electric Inc  
9551 Main Street  
Whitmore Lake MI 48189**

**Douglas R Wilbur President  
Douglas R Wilbur Inc d/b/a DRW Electric and  
Its Alter Ego Brookeside Electric Inc  
11553 N Shore Dr  
Whitmore Lake MI 48189**

**Ms Connie Cushing President and COO  
Dynomax Electric Corp  
1350 N Main Street  
Ann Arbor MI 48104**

**Re: DOUGLAS R. WILBUR, INC. d/b/a DRW ELECTRIC and  
ITS ALTER EGOS BROOKESIDE ELECTRIC, INC. AND  
DYNOMAX ELECTRIC CORP  
CASE Nos. 07-CA-052789 and 07-CA-053196**

**Dear Sir and Madam:**

**According to our records as one of the named Respondents in the above case, you have not filed an answer to the Compliance Specification and Notice of Hearing (hereinafter Compliance Spec.) which issued in these cases on November 8, 2011. As you were advised at the time Compliance Spec., issued, Respondents are required to file an original and four copies of an Answer to the Compliance Spec., within twenty-one days from service of the Compliance Spec. This is pursuant to the Board's Rules and Regulations, Section 102.56.**

**EXHIBIT**

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Any answer to the Compliance Spec., filed now would be untimely and should be accompanied by a statement indicating the reason for its late submission.

Please be advised that unless you comply with the Board's Rules and Regulations with respect to the filing of an appropriate Answer by Friday, December 9, 2011, we will have no alternative but to file a Motion for Default Judgement with the Board against you, and, if granted, all the allegations in the Compliance Spec., would be deemed admitted as true.

In the event you are having problems meeting the time requirements as to filing an Answer, please be advised that you can receive an extension of time, pursuant to Section 102.56 of the Board's Rules and Regulations, by submitting proper cause therefore to the Regional Director. A letter to the Regional Director with copies to the other parties setting forth the reason for the request will suffice. Your request will be ruled upon promptly.

If you have any questions or requests concerning this letter or the Board's Rules, please call the agent to whom the case is assigned or in his/her absence, the immediate supervisor or me.

Thank you for your kind cooperation.

Very truly yours,

Stephen M. Glasser  
Regional Director

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

DOUGLAS R. WILBUR, INC. d/b/a DRW ELECTRIC AND  
ITS ALTER EGOS BROOKESIDE ELECTRIC, INC. AND  
DYNOMAX ELECTRIC CORP.

Respondents

and

LOCAL 252, INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO

Charging Union

CASES 07-CA-052789,  
07-CA-053196

DATE OF MAILING: November 30, 2011

**AFFIDAVIT OF SERVICE OF: Letter Requesting Answer to Compliance Specification and Notice of Hearing**

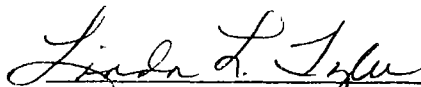
I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above, I served the above-entitled document(s) by certified and regular mail upon the following persons, addressed to them at the following addresses:

Douglas R Wilbur President  
Douglas R Wilbur Inc d/b/a DRW Electric  
8777 Main Street  
Whitmore Lake MI 48189

Ms Connie Cushing President and COO  
Dynamax Electric Corp  
1350 N Main Street  
Ann Arbor MI 48104

Douglas R Wilbur President  
Brookeside Electric Inc  
9551 Main Street  
Whitmore Lake MI 48189

Douglas R Wilbur President  
Douglas R Wilbur Inc d/b/a DRW Electric and  
Its Alter Ego Brookeside Electric Inc  
11553 N Shore Dr  
Whitmore Lake MI 48189

  
Linda L. Tyler, RA Secretary

Subscribed and sworn to before me this

30<sup>th</sup> day of November, 2011

DESIGNATED AGENT:

NOTARY PUBLIC FOR WAYNE COUNTY,  
MY COMMISSION EXPIRES: 12-05-2013

EXHIBIT

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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
SEVENTH REGION**

DOUGLAS R. WILBUR, INC. d/b/a  
DRW ELECTRIC AND ITS  
ALTER EGO BROOKESIDE ELECTRIC, INC.  
AND DYNOMAX ELECTRIC CORP.

Respondents

and

Cases 7-CA-52789  
7-CA-53196

LOCAL 252, INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO

Charging Union

**AFFIDAVIT**


I, Stephen M. Glasser, being first duly sworn, am the Regional Director for the Seventh Region of the National Labor Relations Board and state as follows: On November 8, 2011, I issued a Compliance Specification and Notice of Hearing (Compliance Specification) in the above-captioned cases. The Compliance Specification was served on Respondents by certified and regular mail at each of the following offices and places of business: (1) 8777 Main Street, Whitmore Lake, Michigan 48189; (2) 9551 Main Street, Whitmore Lake, Michigan 48189; (3) 11553 N. Shore Dr., Whitmore Lake, Michigan 48189; and (4) 1350 N. Main Street, Ann Arbor, Michigan 48104.

On November 30, 2011, I issued a letter to Respondents requesting the filing of an appropriate Answer in the above-captioned cases by Friday, December 9, 2011. I served my November 30 letter on Respondents by regular mail only and my letter has not been returned to the Regional Office by the Postal Service. The Affidavit of Service (Exhibit B) inadvertently states that we served my letter by certified mail. We did not serve my letter by certified mail. None of Respondents, including Douglas R. Wilbur, Inc. d/b/a DRW Electric; Brookside Electric, Inc., or Dynamax Electric Corp., has filed an

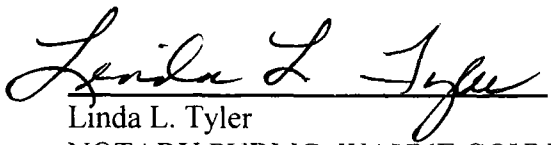
**EXHIBIT**

appropriate Answer with the Seventh Regional Office of the National Labor Relations Board as required by the Board's Rules and Regulations, and no good cause for the failure to do so has been presented.

Dated at Detroit, Michigan, this 15th day of December, 2011.

  
\_\_\_\_\_  
Stephen M. Glasser, Regional Director  
National Labor Relations Board, Seventh Region  
Room 300, Patrick V. McNamara Federal Building  
477 Michigan Avenue  
Detroit, Michigan 48226-2569

Subscribed and sworn to before me  
this 15<sup>th</sup> day of December, 2011,  
at Detroit, Michigan.

  
\_\_\_\_\_  
Linda L. Tyler  
NOTARY PUBLIC, WAYNE COUNTY MICHIGAN  
My Commission expires: 12-5-13